

Equipment Usage Agreement*

This agreement is made between the Michigan Coalition for Deaf, Hard of Hearing and Deaf/Blind People (Coalition) in Partnership with Michigan Early Hearing Detection and Intervention (EHDI) and (the "Borrower"),

Borrower/user's name: _____

Address: _____

Telephone number: _____ Fax: _____

E-mail: _____

Website: _____

Contact person if other than the borrower: _____

TERMS AND CONDITIONS

1. Term of loan:

The agreement is in effect for a period of one (1) year from the date signed. This agreement may be terminated with 30 days written notice by either party. Misuse will result in immediate termination of this agreement. If desired by the borrower, this agreement may be renewed annually with approval of the Coalition and EHDI Administrator.

2. The "Equipment" shall consist of the following items:

Accuscreen A-ABR Serial Number: _____

Accuseen Probe Serial Number: _____

Supply of electrodes and earpieces, appropriate charging stations, cables and manual.

And will be located at the HOST SITE, : _____

3. Retention of ownership: The Coalition will retain ownership of the equipment and printer. The borrower shall not lease, transfer, sell or dispose of any of the equipment. The Host Location will maintain a log of properly trained midwives who check out the equipment. Checkout will be of a limited duration. (24-48-72 hours) whatever is deemed appropriate for it to be returned and checked back in by the host site.

4. The borrower/user(s) will only use the equipment for newborn hearing screenings. The borrower agrees to offer newborn hearing screening to all infants born in their facility or in their care, or out of hospital birth infants born nearby. The borrower will screen babies born out of the hospital with a midwife within these geographical areas or these specific midwives:

5. The borrower/user(s) agrees to follow procedures and policies necessary so that the HOST SITE does not lose insurance coverage of the equipment. (Some machines are unable to leave the HOST site.)

6. The Equipment shall be used to collect newborn hearing screening data. The borrower(s) agrees that all such data collected shall be shared and made accessible to the State of Michigan in accordance with Public Act 31 of 2006, reporting of all Newborn Hearing Screening Information to EHDI within 14 days.

7. If the equipment is lost or damaged, the borrower/user/HOST(s) shall be responsible for reimbursing the Coalition for the replacement value or replacing the equipment outright.

8. Indemnification. The borrower/user(s) shall defend indemnify and hold harmless the State of Michigan, The Coalition of Deaf, Hard of Hearing and DeafBlind People, its officers and representatives, and employees, from and against any and all losses suffered by the State, or the Coalition, it's officers, representatives and employees and any and all claims, liabilities or penalties asserted against the State, or the Coalition , its officers, representative and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Borrower. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, or the Coalition which is immunity hereby reserved to the State and Coalition. This paragraph shall survive the termination of this Agreement.

9. The Coalition will set up a funding account for the machines. The user will collect fees as determined by the Coalition to purchase on-going supplies and properly maintain and calibrate the machines in proper fashion. (See section 11.) The Coalition will maintain warranty, calibration and supply coverage for the first three years of the program using grant funding provided by the Carls Foundation. For repairs beyond the warranty coverage, and if funds are available, and the borrower has shown good faith in program, the Coalition will fund for repair or replacement of the machine. Otherwise, the borrower is responsible for repair of any damage to the equipment.

10. The borrower/user(s) is responsible for proper use and care of the equipment. The equipment will be calibrated every two years. As long as funding is available, the Coalition will cover the cost for calibration. If funding is not available, the borrower will be responsible for the calibration costs. (see section 11)

11. The borrower/user(s) is responsible for collecting fees from families when they perform a screening as required to forward to the Coalition to have a steady source of funding to provide supplies, calibration, repairs and eventual replacement of the machines as needed. The first year will have all costs paid for by grant funding and fees will start to be collected after one year of use of the machines. The Coalition will determine a nominal fee based on usage and expected life expectancy of the machines (7-10 years). The more frequently the machines are used, the less costly the fees will be to individual families to cover costs. The Coalition will waive or reduce fees for indigent families that can prove low-income status. Cost should never be a reason families do not obtain a hearing screening for their newborn.

12. The borrower/user(s) is responsible for contacting the Coalition or Nan Asher or appointed designee to obtain supplies required for use or to follow Coalition's instruction to obtain necessary supplies. The Coalition will strive to keep an updated laminated sheet for each machine with appropriate information necessary.

13. The borrower/user(s) is solely responsible for any liability incurred while using the equipment.

Signature: _____

Print Name: _____

Date: _____

Title: _____

Equipment HOUSED at: _____,
Representative of the Coalition:

Signature:_____ Date: _____

All questions regarding this program may be directed to Nan Asher, EHDI Program Consultant: (517) 335-8273 or via email at AsherN@michigan.gov or to the Coalition President: info@michdhh.org.

